

Exhibit 2

August 31, 2021

**VIA EMAIL (velocitymc.com@namebrightprivacy.com); and
FIRST CLASS MAIL**

John Pasas
Velocity Motorcars, LLC
720 Airpark Center Drive
Nashville, TN 37217

Re: Infringement & Dilution of Lamborghini Trademarks

Dear Mr. Pasas:

This firm represents Automobili Lamborghini America LLC, which is a wholly-owned subsidiary of Volkswagen Group of America, Inc. (“VWGoA”). VWGoA is tasked with enforcing the trademarks of Automobili Lamborghini S.p.A. in the U.S. In this letter, these entities are collectively referred to as “Lamborghini.”

Lamborghini owns numerous trademarks including without limitation LAMBORGHINI® (the “Lamborghini Marks”). Use of the Lamborghini Marks, or any confusingly similar variations thereof, without Lamborghini’s express, written authorization, violates United States Federal Law, is misleading to the public, and constitutes a misappropriation of the goodwill and reputation developed by Lamborghini.

It has come to Lamborghini’s attention that you have registered and are using the domain, *Lamborghininashville.com*.

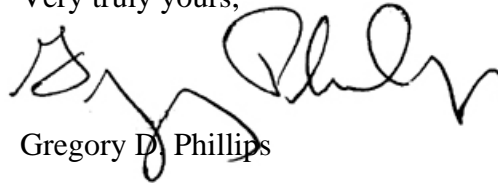
Please be advised that the Anticybersquatting Consumer Protection Act makes it unlawful for a person or entity to register a domain name that incorporates the famous trademarks of another and provides for statutory damages in the amount of \$100,000.00 against those who do so. *See* 15 U.S.C. § 1117(d). Lamborghini has obtained injunctions and judgments against those who have used their trademarks in domain names without authorization. *Audi AG v. D’Amato*, 469 F.3d 534 (6th Cir. 2006) (affirming grant of summary judgment in favor of Audi, affirming transfer of AUDISPORT.COM to Audi, and affirming award of fees to Audi, determined in later proceedings to be \$139,254.50); *Virtual Works, Inc. v. Volkswagen of America, Inc.*, 238 F.3d 264 (4th Cir. 2001) (affirming order requiring Virtual Works to surrender vw.net to Audi and finding Virtual Work’s registration of vw.net to have infringed and diluted Volkswagen’s VW® mark).

This letter is intended to secure your voluntary agreement to cease from violating Lamborghini's intellectual property rights. Lamborghini requires that you sign the below-attached Agreement and return it to our office by no later than **September 14, 2021**. If we have not received a signed copy of the Agreement from you by the close of business on that day, we will infer that you are unwilling to resolve this matter voluntarily and we will advise Lamborghini to proceed with further action against you.

This letter is without prejudice to the rights of Lamborghini, all of which are expressly reserved.

Should you have any questions concerning Lamborghini's position in this matter, please feel free to call me at 801-935-4933.

Very truly yours,

A handwritten signature in black ink, appearing to read "Gregory D. Phillips", written over the typed name.

Gregory D. Phillips

GDP:sv

cc: Volkswagen Group of America, Inc.

AGREEMENT

By execution of this Agreement, John Pasas (“Pasas”) agrees to permanently and immediately cease and desist from all unauthorized uses of copyrights, trademarks, and intellectual property owned by Automobili Lamborghini America LLC and/or Automobili Lamborghini S.p.A. (“collectively the “Lamborghini Marks”) in Pasas’ products, services, advertisements, promotional literature, promotional telecasts, broadcasts, and signage, on the Internet, or otherwise, in connection with the advertisement or sale of any product, part, good, or service.

Specifically, by way of illustration and without limiting the general agreement expressed above, Pasas agrees that, by no later than **September 14, 2021**, Pasas will:

- (1) disclose and transfer to Lamborghini all domain name registrations within Pasas’ possession and control incorporating the Lamborghini Marks, or any confusingly similar variation thereof, including without limitation the registration for ***lamborghininashville.com***, and agrees to sign all forms necessary, to provide other necessary information and documentation, and to send such electronic mail messages as may be necessary to accomplish the transfer of the domain names to Lamborghini; and
- (2) represent and warrant to Lamborghini that the domain names disclosed by Pasas as required in the paragraph above are the only domain names owned by Pasas that incorporate any trademark, or any variation of any trademark owned by Lamborghini, its affiliates, or related companies, and that in the future Pasas will not register, or cause to be registered, any domain names incorporating the Lamborghini Marks, or any variation of thereof.

Pasas agrees and acknowledges that any violation or breach of this Agreement will cause irreparable harm to Lamborghini, and that Lamborghini will be entitled to entry of both a preliminary and permanent injunction against Pasas for any violation of this Agreement, as well as any other remedy allowed by applicable law. Pasas further agrees that if Pasas breaches this Agreement, Pasas will pay all costs incurred by Lamborghini in enforcing this Agreement, including reasonable attorney fees.

Pasas agrees that the terms set forth in this Agreement are binding on Pasas and Pasas' shareholders, directors, officers, partners, employees, agents, and any other persons or entities acting for or in concert with Pasas. Pasas further agrees that Pasas shall not participate in or otherwise aid or assist any other person or entity in carrying out any acts that Pasas covenants not to do in the paragraphs set forth above.

AGREED TO:

JOHN PASAS

Signed: _____

Dated: _____